

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Albert Kirk Jones, Deadrian Coneley  
Individuals,

*Plaintiffs,*

V.

## The City of Los Angeles, Los Angeles Police Department, Does 1-10

### *Defendants.*

**Case No. 2:23-CV-04571-JLS-SK**

*Hon. Josephine L. Staton 1<sup>st</sup> St. CH-Ctrm 8A  
Hon. Mag. Steve Kim; Roybal CH-Ctrm 540*

## **STIPULATED PROTECTIVE ORDER**

## 1. A. PURPOSES AND LIMITATIONS

Plaintiffs Albert Kirk Jones (aka Kirk Coneley) and Deadrian Coneley filed suit on April 18, 2023, against the City of Los Angeles (“CITY”) and the Los Angeles Police Department (“LAPD”) for the 2018 arrest of Albert Kirk Jones (aka Kirk Coneley) by the LAPD, and his subsequent prosecution by the Los Angeles District Attorney (“LADA”) for the murder of Kenny Earl Watts and the attempted murder and kidnapping of Troy Spencer in 1981. Plaintiff Jones was prosecuted for the crimes of murder, attempted murder, and kidnapping. He was then acquitted following a jury trial in March and April of 2022. The claims set forth in the operative complaint dated October 17, 2023, include: (A) Violation of Civil Rights

– 42 U.S.C. §1983 pursuant to *Brady*, (B) Malicious Prosecution and Police Misconduct, (C) Fabrication of Evidence, (D) False Imprisonment and Unlawful Arrest, (E) Wrongful Incarceration, (F) Negligence, and (G) Deprivation of Liberty Without Due Process – 42 U.S.C. §1983, (H) Loss of Property and Earnings, (I) Libel and Slander, and (J) Intentional Infliction of Emotional Distress. On or around September 14, 2023, counsel for the City served 34 individual and distinct document requests for all files, items, photographs, audio recordings, video recordings, digital images, materials, and other documents concerning the Los Angeles District Attorney Office’s prosecution of Albert Kirk Jones in 2022. On December 2, 2023, LADA reached out to counsel for the City and LAPD and advised LADA had located its file. However, LADA did not receive access to the files until December 15, 2023. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective Order does not entitle them to a file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

**26           B. GOOD CAUSE STATEMENT**

1       This action is likely to involve sensitive information regarding a criminal  
2 case, including information about criminal suspects and witnesses for that criminal  
3 trial, sensitive information regarding a murder investigation, and personal  
4 information about the investigating and arresting officers for the murder  
5 investigation for which special protection from public disclosure and from use for  
6 any purpose other than prosecution of this action is warranted. Such confidential  
7 and proprietary materials and information may consist of, among other things,  
8 information implicating privacy rights of third parties, information otherwise  
9 generally unavailable to the public, other confidential information otherwise  
10 generally unavailable to the public, or which may be privileged or otherwise  
11 protected from disclosure under state or federal statutes, court rules, case decisions,  
12 or common law. This includes confidential information about criminal investigative  
13 reports noting names of potential defendants and witnesses, internal affairs materials  
14 and information and other information contained in the personnel files of police  
15 officers which the City maintains as strictly confidential information otherwise  
16 generally unavailable or which may be privileged or otherwise protected from  
17 disclosure under state or federal statutes, court rules, case decisions, or common  
18 law. Some of the documents sought by the City of Los Angeles from the Los  
19 Angeles County District Attorney's Office, the Public Defender's Office, and the  
20 Alternate Public Defender's Office are likely to include the criminal history, dates  
21 of birth and addresses of non-party witnesses. Accordingly, to expedite the flow of  
22 information, to facilitate the prompt resolution of disputes over confidentiality of  
23 discovery materials, to adequately protect information the parties are entitled to keep  
24 confidential, to ensure that the parties are permitted reasonable necessary uses of  
25 such material in preparation for and in the conduct of trial, to address their handling  
26 at the end of the litigation, and serve the ends of justice, a protective order for such  
27 information is justified in this matter. It is the intent of the parties that information  
28

1 will not be designated as confidential for tactical reasons and that nothing be so  
2 designated without a good faith belief that it has been maintained in a confidential,  
3 non-public manner, and there is good cause why it should not be part of the public  
4 record of this case.

5

6 **2. DEFINITIONS**

7       2.1 Action: refers to *Albert Kirk Jones, Deadrian Coneley, Individuals v.*  
8 *The City of Los Angeles, Los Angeles Police Department, Does 1-10*, United States  
9 District Court, Central District, Case No. 2:23-CV-04571-JLS-SK, and any appeals  
10 through FINAL DISPOSITION.

11       2.2 Challenging Party: a Party or Non-Party that challenges the  
12 designation of information or items under this Order.

13       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
14 how it is generated, stored, or maintained) or tangible things that qualify for  
15 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
16 the Good Cause Statement.

17       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
18 their support staff).

19       2.5 Designating Party: a Party or Non-Party that designates information  
20 or items that it produces in disclosures or in responses to discovery as  
21 “CONFIDENTIAL.”

22       2.6 Disclosure or Discovery Material: all items or information, regardless  
23 of the medium or manner in which it is generated, stored, or maintained (including,  
24 among other things, testimony, transcripts, and tangible things), that are produced  
25 or generated in disclosures or responses to discovery in this matter.

26       2.7 Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
28

1 an expert witness or as a consultant in this Action.

2       2.8    House Counsel: attorneys who are employees of a party to this Action.  
3 House Counsel does not include Outside Counsel of Record or any other outside  
4 counsel.

5       2.9    Non-Party: any natural person, partnership, corporation, association,  
6 or other legal entity not named as a Party to this action.

7       2.10   Outside Counsel of Record: attorneys who are not employees of a  
8 party to this Action but are retained to represent or advise a party to this Action and  
9 have appeared in this Action on behalf of that party or are affiliated with a law firm  
10 which has appeared on behalf of that party, including support staff.

11       2.11   Party: any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14       2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16       2.13   Professional Vendors: persons or entities that provide litigation  
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20       2.14   Protected Material: any Disclosure or Discovery Material that is  
21 designated as “CONFIDENTIAL.”

22       2.15   Receiving Party: a Party that receives Disclosure or Discovery  
23 Material from a Producing Party.

25       3.      SCOPE

26       The protections conferred by this Stipulation and Order cover not only  
27 Protected Material (as defined above), but also (1) any information copied or  
28

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 **DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
11 or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

15 **DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**  
17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items, or oral or written  
21 communications that qualify so that other portions of the material, documents,  
22 items, or communications for which protection is not warranted are not swept  
23 unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to impose  
27 unnecessary expenses and burdens on other parties) may expose the Designating  
28

1 Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it  
3 designated for protection do not qualify for protection, that Designating Party must  
4 promptly notify all other Parties that it is withdrawing the inapplicable designation.

5 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
6 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
8 under this Order must be clearly so designated before the material is disclosed or  
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix at a minimum, the legend  
14 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
15 contains protected material. If only a portion or portions of the material on a page  
16 qualifies for protection, the Producing Party also must clearly identify the protected  
17 portion(s) (e.g., by making appropriate markings in the margins).

18 A Party or Non-Party that makes original documents available for  
19 inspection need not designate them for protection until after the inspecting Party has  
20 indicated which documents it would like copied and produced. During the  
21 inspection and before the designation, all of the material made available for  
22 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
23 identified the documents it wants copied and produced, the Producing Party must  
24 determine which documents, or portions thereof, qualify for protection under this  
25 Order. Then, before producing the specified documents, the Producing Party must  
26 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.  
27 If only a portion or portions of the material on a page qualifies for protection, the  
28

1 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
2 appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify  
4 the Disclosure or Discovery Material on the record, before the close of the  
5 deposition all protected testimony.

6 (c) for information produced in some form other than documentary and  
7 for any other tangible items, that the Producing Party affix in a prominent place on  
8 the exterior of the container or containers in which the information is stored the  
9 legend “CONFIDENTIAL.” If only a portion or portions of the information  
10 warrants protection, the Producing Party, to the extent practicable, shall identify the  
11 protected portion(s).

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
13 failure to designate qualified information or items does not, standing alone, waive  
14 the Designating Party’s right to secure protection under this Order for such material.  
15 Upon timely correction of a designation, the Receiving Party must make reasonable  
16 efforts to assure that the material is treated in accordance with the provisions of this  
17 Order.

18 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

19 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
20 designation of confidentiality at any time that is consistent with the Court’s  
21 Scheduling Order.

22 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute  
23 resolution process under Civil Local Rule 37-1 et seq.

24 6.3 Joint Stipulation. If the Designating Party persists in designating the  
25 document or other material in question as Confidential, the objecting party may  
26 move the Court for an order removing or replacing the “Confidential” designation.  
27 Any challenge submitted to the Court shall be via a joint stipulation pursuant to  
28

1 Local Rule 37-2.

2       6.4     Burden of Persuasion. The burden of persuasion in any such challenge  
3 proceeding shall be on the Designating Party. Frivolous challenges, and those  
4 made for an improper purpose (e.g., to harass or impose unnecessary expenses and  
5 burdens on other parties), may expose the Challenging Party to sanctions. Unless  
6 the Designating Party has waived or withdrawn the confidentiality designation, all  
7 parties shall continue to afford the material in question the level of protection  
8 to which it is entitled under the Producing Party's designation until the Court  
9 rules on the challenge.

10     7.     ACCESS TO AND USE OF PROTECTED MATERIAL

11       7.1     Basic Principles. A Receiving Party may use Protected Material that  
12 is disclosed or produced by another Party or by a Non-Party in connection with  
13 this Action only for prosecuting, defending, or attempting to settle this Action.  
14 Such Protected Material may be disclosed only to the categories of persons and  
15 under the conditions described in this Order. When the Action has been  
16 terminated, a Receiving Party must comply with the provisions of Section 13 below  
17 (FINAL DISPOSITION). Protected Material must be stored and maintained by a  
18 Receiving Party at a location and in a secure manner that ensures that access is  
19 limited to the persons authorized under this Order.

20       7.2     Disclosure of “CONFIDENTIAL” Information or Items. Unless  
21 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 “CONFIDENTIAL” only to:

24               (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
25 well as employees of said Outside Counsel of Record to whom it is reasonably  
26 necessary to disclose the information for this Action;

27               (b) the officers, directors, and employees (including House Counsel) of  
28

1 the Receiving Party to whom disclosure is reasonably necessary for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to whom  
3 disclosure is reasonably necessary for this Action and who have signed the  
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the Court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional  
8 Vendors to whom disclosure is reasonably necessary for this Action and who have  
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information or a  
11 custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses, and attorneys for witnesses, in  
13 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
14 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
15 they will not be permitted to keep any confidential information unless they sign the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
17 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
18 deposition testimony or exhibits to depositions that reveal Protected Material may  
19 be separately bound by the court reporter and may not be disclosed to anyone except  
20 as permitted under this Stipulated Protective Order; and

21 (i) any mediator or settlement officer, and their supporting personnel,  
22 mutually agreed upon by any of the parties engaged in settlement discussions.

23 **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
24 **IN OTHER LITIGATION**

25 If a Party is served with a subpoena or a court order issued in other litigation  
26 that compels disclosure of any information or items designated in this Action as  
27 “CONFIDENTIAL,” that Party must:

1                             (a) promptly notify in writing the Designating Party. Such notification  
 2 shall include a copy of the subpoena or court order;

3                             (b) promptly notify in writing the party who caused the subpoena or order  
 4 to issue in the other litigation that some or all of the material covered by the  
 5 subpoena or order is subject to this Protective Order. Such notification shall include  
 6 a copy of this Stipulated Protective Order; and

7                             (c) cooperate with respect to all reasonable procedures sought to be  
 8 pursued by the Designating Party whose Protected Material may be affected.

9                         If the Designating Party timely seeks a protective order, the Party served with  
 10 the subpoena or court order shall not produce any information designated in this  
 11 action as “CONFIDENTIAL” before a determination by the court from which the  
 12 subpoena or order issued, unless the Party has obtained the Designating Party’s  
 13 permission. The Designating Party shall bear the burden and expense of seeking  
 14 protection in that court of its confidential material, and nothing in these provisions  
 15 should be construed as authorizing or encouraging a Receiving Party in this Action  
 16 to disobey a lawful directive from another court.

17                         9           A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 18 PRODUCED IN THIS LITIGATION

19                         (a) The terms of this Order are applicable to information produced by a  
 20 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
 21 produced by Non-Parties in connection with this litigation is protected by the  
 22 remedies and relief provided by this Order. Nothing in these provisions should be  
 23 construed as prohibiting a Non-Party from seeking additional protections.

24                         (b) In the event that a Party is required, by a valid discovery request, to  
 25 produce a Non-Party’s confidential information in its possession, and the Party is  
 26 subject to an agreement with the Non-Party not to produce the Non-Party’s  
 27 confidential information, then the Party shall:

1                             (1) promptly notify in writing the Requesting Party and the Non-Party  
2 that some or all of the information requested is subject to a confidentiality agreement  
3 with a Non-Party;

4                             (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7                             (3) make the information requested available for inspection by the Non-  
8 Party, if requested.

9                             (c) If the Non-Party fails to seek a protective order from this Court within  
10 14 days of receiving the notice and accompanying information, the Receiving Party  
11 may produce the Non-Party's confidential information responsive to the discovery  
12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
13 not produce any information in its possession or control that is subject to the  
14 confidentiality agreement with the Non-Party before a determination by the Court.  
15 Absent a court order to the contrary, the Non-Party shall bear the burden and  
16 expense of seeking protection in this Court of its Protected Material.

17                         10     UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

18                         If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
23 or persons to whom unauthorized disclosures were made of all the terms of this  
24 Order, and (d) request such person or persons to execute the "Acknowledgment and  
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

26  
27                         11     INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE

1           PROTECTED MATERIAL

2       When a Producing Party gives notice to Receiving Parties that certain  
3 inadvertently produced material is subject to a claim of privilege or other protection,  
4 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
5 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
6 procedure may be established in an e-discovery order that provides for production  
7 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
8 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
9 communication or information covered by the attorney-client privilege or work  
10 product protection, the parties may incorporate their agreement in the stipulated  
11 protective order submitted to the Court.

12       MISCELLANEOUS

13       12.1 Right to Relief. Nothing in this Order abridges the right of any person  
14 to seek its modification by the Court in the future.

15       12.2 Right to Assert Other Objections. By stipulating to the entry of this  
16 Protective Order, no Party waives any right it otherwise would have to object to  
17 disclosing or producing any information or item on any ground not addressed in this  
18 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
19 ground to use in evidence of any of the material covered by this Protective Order.

20       12.3 Filing Protected Material. A Party that seeks to file under seal any  
21 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
22 may only be filed under seal pursuant to a court order authorizing the sealing of the  
23 specific Protected Material at issue. If a Party's request to file Protected Material  
24 under seal is denied by the court, then the Receiving Party may file the information  
25 in the public record unless otherwise instructed by the court.

26

27       13       FINAL DISPOSITION

28

1       After the final disposition of this Action, as defined in Section 4  
2 (DURATION), within 60 days of a written request by the Designating Party, each  
3 Receiving Party must return all Protected Material to the Producing Party or destroy  
4 such material. As used in this subdivision, “all Protected Material” includes all  
5 copies, abstracts, compilations, summaries, and any other format reproducing or  
6 capturing any of the Protected Material. Whether the Protected Material is returned  
7 or destroyed, the Receiving Party must submit a written certification to the  
8 Producing Party (and, if not the same person or entity, to the Designating Party) by  
9 the 60 day deadline that (1) identifies (by category, where appropriate) all the  
10 Protected Material that was returned or destroyed; and (2) affirms that the Receiving  
11 Party has not retained any copies, abstracts, compilations, summaries, or any other  
12 format reproducing or capturing any of the Protected Material. Notwithstanding this  
13 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
14 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
15 deposition and trial exhibits, expert reports, attorney work product, and consultant  
16 and expert work product, even if such materials contain Protected Material. Any  
17 such archival copies that contain or constitute Protected Material remain subject to  
18 this Protective Order as set forth in Section 4 (DURATION).

19      14 Any violation of this Order may be punished by any and all appropriate  
20 measures including, without limitation, contempt proceedings and/or  
21 monetary sanctions.

22  
23 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
24  
25  
26  
27  
28

1 Dated: January 4, 2024

HYDEE FELDSTEIN SOTO, City Attorney  
DENISE C. MILLS, Chief Deputy City Attorney  
SCOTT MARCUS, Chief Asst. City Attorney  
CORY M. BRENT, Senior Assistant City Attorney

2  
3 By Sasha Lazarevich  
4 SASHA O. LAZAREVICH, Deputy City Attorney  
5 *Attorneys for Defendant, CITY OF LOS ANGELES,*  
6 AND LOS ANGELES POLICE DEPARTMENT

7 Dated: Janaury 4, 2024

COLLINS & COLLINS LLP

8 By Robert C. Leiford  
9 Robert C. Leiford, III Esq.  
*Attorney for the non-party LOS ANGELES DISTRICT*  
10 ATTORNEY'S OFFICE

11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

12  
13 DATED: January 4, 2024

14  
15   
16 Honorable Steve Kim  
17 United States Magistrate Judge

## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of Albert Kirk Jones, Deadrian Coneley, Individuals v. The City of Los Angeles, Los Angeles Police Department, Does 1-10, USDC Case No. 2:23-CV-04571-JLS-SK. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: \_\_\_\_\_